

**COX, WOOTTON, GRIFFIN,  
HANSEN & POULOS, LLP**

Richard Wootton (SBN 082302)  
Max L. Kelley (SBN 205943)  
190 The Embarcadero  
San Francisco, CA 94105  
Telephone No.: 415-438-4600  
Facsimile No.: 415-438-4601

Attorneys for Plaintiff  
CURTIN MARITIME CORP.

**BRODSKY MICKLOW BULL & WEISS LLP**

Philip E. Weiss (SBN 152523)  
2608 Shelter Island Drive  
San Diego, CA 92106  
Telephone: (619) 225-8884  
Facsimile: (619) 225- 8801

Attorneys for Owner  
MILTON BLANKENSHIP

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

CURTIN MARITIME CORP.

Plaintiff,

v.

BARGE ORG, Official No. 1125140, its  
Rigging, Tackle, Machinery, Equipment,  
Apparel, Appurtenances, etc., *In Rem*, BARGE  
BAY, Official No. 1125142, its Rigging,  
Tackle, Machinery, Equipment, Apparel,  
Appurtenances, etc., *In Rem*, and DOES 1-10.

Defendants.

) Case No.: CV-11-4773 EMC  
)  
)

) **IN ADMIRALTY**  
)  
)

) **STIPULATION FOR**  
) **SUBSTITUTE SECURITY**  
) **PURSUANT TO SUPP. FED. R.**  
) **CIV. PROC. FOR ADMIRALTY**  
) **AND MARITIME CLAIMS, RULE**  
) **E(5)(a) ORDER**  
)  
)  
)

WHEREAS, in the above entitled cause a Verified Complaint *in rem* was filed on

September 26, 2011 by plaintiff CURTIN MARITIME CORP. (“Curtin”) against the

defendant barges ORG, Official No. 1125140, its Rigging, Tackle, Machinery, Equipment,

Apparel, Appurtenances, etc. and BAY, Official No. 1125142, its Rigging, Tackle,

Machinery, Equipment, Apparel, Appurtenances, etc., (collectively “Barges”) for the

COX, WOOTTON,  
GRIFFIN, HANSEN  
& POULOS, LLP  
190 THE EMBARCADERO  
SAN FRANCISCO, CA  
94105  
TEL: 415-438-4600  
FAX: 415-438-4601

CURTIN.Brittan

1 reasons and causes set forth in the Verified Complaint; and

2 WHEREAS, it has been agreed between Curtin and the owner of the Barges, Milton  
3 Blankenship ("Owner"), by and through their undersigned attorneys of record, that the  
4 execution of process against and the arrest of the defendant Barges shall be waived in  
5 consideration of the filing of this stipulation and the acceptance by the Court of the  
6 substitute security as described below.

7 NOW, THEREFORE, the Undersigned stipulate and agree that:

8 1. This Court has *in rem* jurisdiction over the defendant Barges, and over the  
9 substitute *res* (cash deposit), as provided for below in the next paragraph.

10 2. By operation of maritime law, the filing of this Stipulation and the deposit of  
11 the cash amount as described below in the next paragraph, as substitute security for the  
12 Barges pursuant to Rule E5(a) of the Supplemental Rules for Admiralty or Maritime Claims  
13 of the Federal Rules of Civil Procedure ("Supplemental Rules"), shall extinguish the  
14 Plaintiff's maritime liens against the Barges and transfer this Court's *in rem* jurisdiction to  
15 the substitute security.

16 3. In consideration for Plaintiff waiving the arrest of the Barges, the Owner  
17 agrees to abide by all orders and judgments, interlocutory or final, of the Court or of any  
18 appellate court if an appeal shall intervene or be taken, and shall satisfy any final judgment  
19 rendered in favor of the Plaintiff and against the defendant Barges in this action together  
20 with prejudgment interest at 6% per annum and costs not to exceed the sum of Two  
21 Hundred and Ten Thousand U.S. dollars (\$210,000.00). Owner shall deposit said amount  
22 in cash or bank check into the Registry of this Court, which shall serve as substitute security  
23 for the Barges ("Substitute Security").

24 4. This Stipulation is binding on the Owner whether the Barges be lost or not  
25 lost, and is given without prejudice to all rights or defenses which the Barges may have,  
26 none of which are to be regarded as waived.

27 5. This Stipulation shall not affect the rights of the Owner which shall be  
28 precisely the same as they would have been had the Barges, in fact, been taken into custody

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190 THE EMBARCADERO  
SAN FRANCISCO, CA  
94105

TEL: 415-438-4600  
FAX: 415-438-4601

CURTIN.Brittan

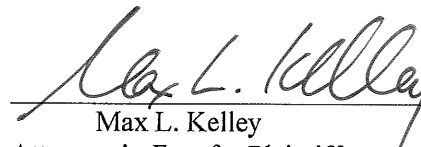
by the U.S. Marshal under this Court's duly issued *in rem* process, and released by the filing of a claim and a release bond pursuant to Supplemental Rule E5(a).

6. The Substitute Security shall remain in the custody of the Court until an appropriate order from this Court directs the Clerk to disburse the funds.

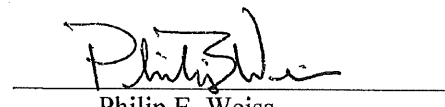
7. Upon a final judgment being issued in this matter, or in the event this action is consolidated with another civil action asserting related claims, in that consolidated action, including any and all appeals, the Undersigned, or either of them, may move the Court for an order disbursing the Substitute Security to the prevailing party in the amount of said judgment. Any amount remaining after such disbursement shall be returned to the Owner.

8. If this case is resolved by settlement, the parties to the settlement shall jointly move this Court for an order disbursing the Substitute Security according to the terms of the Settlement Agreement.

DATED: October 26, 2011.

  
Max L. Kelley  
Attorney-in-Fact for Plaintiff  
CURTIN MARITIME CORP.

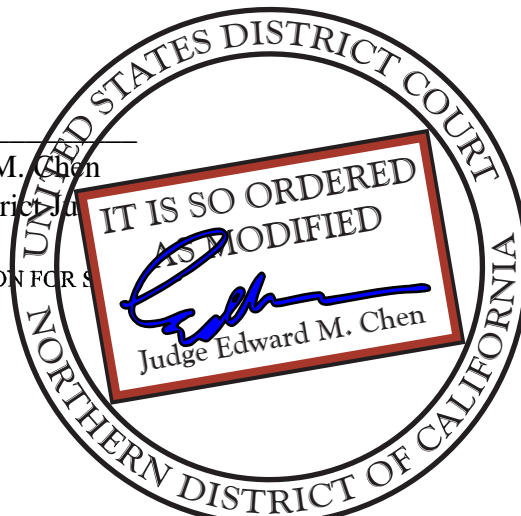
DATED: October 25, 2011

  
Philip E. Weiss  
Attorney-in-Fact for the Owner of the  
Defendant Barges ORG and BAY

IT IS SO ORDERED that the status conference set for 10/28/11 at 3:00 p.m. is vacated. The CMC set for 1/6/12 remains on calendar,

Edward M. Chen  
U.S. District Judge

STIPULATION FOR S



Case No. CV-11-4773 EMC

COX, WOOTTON,  
GRIFFIN, HANSEN  
& POULOS, LLP  
190 THE EMERALD BUILDING  
SAN FRANCISCO, CA  
94105  
TEL: 415-438-4600  
FAX: 415-438-4601

CURTIN Britton